

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

A. This is a voluntary agreement between *SAMPLE* ("ENERGY STAR® Computers Ally" or "Ally"), and the United States Environmental Protection Agency (EPA), by which *SAMPLE* commits to support the ENERGY STAR Office Equipment Program as an Ally.

B. Ally and EPA agree that the primary purpose of this agreement is to promote participation in the ENERGY STAR Office Equipment Program, and the manufacturing and marketing of energy-efficient computer equipment in order to reduce pollution related to energy production.

II. Ally Corporation Commitments

A. Ally agrees to promote participation in the ENERGY STAR Office Equipment Program by manufacturers of personal computers, monitors and printers. Methods include but are not limited to the following:

1. Providing field representatives with ENERGY STAR Office Equipment Program information and other information promoting energy-efficient desktop computers.
2. Encouraging computer and monitor manufacturers to consider contacting EPA and joining the ENERGY STAR Office Equipment Program.

B. Ally agrees to promote the successful introduction of energy-efficient computer equipment through technical support to computer, monitor and printer manufacturers. Methods include but are not limited to the following:

1. Incorporating energy efficiency considerations in the design of Ally's own products.
2. Providing technical support for the design of energy-efficient computer products to Ally's customers.
3. Hosting a technological workshop for suppliers and manufacturers of computers on the design of energy-efficient computer equipment.

C. Ally understands that EPA does not endorse any particular company or its products and will not imply otherwise.

ENERGY STAR is a U.S. registered mark.

D. Ally understands that the ENERGY STAR name is a registered mark of the EPA. As such, Ally shall note this registered status, as appropriate. This may include (a) inserting the registered symbol, ®, next to the ENERGY STAR name (i.e., ENERGY STAR®) each time it appears in a brochure, annual report, etc. *or* (b) providing the following statement with the first use of the ENERGY STAR name: "ENERGY STAR is a U.S. registered mark." See the Logo Use Guidelines for more details.

III. EPA Commitments

A. EPA agrees to provide Ally with recognition for its public service in protecting the environment by making available to the news media and other interested parties lists of participating manufacturers and companies supporting the ENERGY STAR Office Equipment Program.

B. EPA agrees to make an effort to encourage consumer acceptance of energy-efficient computers and printers by methods including but not limited to the following:

1. Using its best efforts to create a voluntary program by which computer purchasers are made aware of the advantages of buying computers bearing the ENERGY STAR logo.
2. Working with other federal agencies in order to encourage those agencies to procure computers and printers bearing the ENERGY STAR logo when evaluating equivalent or approximately equivalent products in order to reduce the energy consumed by those agencies.

C. EPA agrees to loan to Ally at Ally's request, camera-ready negatives, mechanicals, and other directly reproducible materials, from which Ally can create ENERGY STAR Office Equipment Program brochures and other ENERGY STAR Office Equipment materials to include with Ally's own information for the promotion of the ENERGY STAR Office Equipment Program and energy-efficient computers. The use of these EPA developed materials is described as follows:

1. EPA agrees not to charge Ally for such loans.
2. Ally agrees to reproduce EPA-developed materials faithfully, and agrees not to alter their content, except, at Ally's option, to add the phrase "Distributed at no cost by [Ally] with permission of EPA's ENERGY STAR Office Equipment Program," as well as Ally's logo, address, and phone number.
3. Ally agrees to use recycled paper for all of its reproductions of the above brochures.
4. Ally agrees to distribute EPA-developed material, either as is or upon reproduction, to employees and customers, pursuant to Section II. for the purpose of promoting the ENERGY STAR Office Equipment Program and energy-efficient computers.
5. Ally will not use ENERGY STAR logo on Ally's products or advertisements for specific products.

IV. Other Provisions

A. Each party's commitments will be subject to any legal restrictions that may apply.

B. EPA agrees that information provided by Ally to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

C. This agreement can be terminated by Ally or EPA at any time with no notice or penalty. At that time, both EPA and Ally will no longer make reference to the ENERGY STAR Office Equipment Program so as to construe Ally's continuing involvement in the program.

As representatives of EPA and *SAMPLE*, we, the undersigned, do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ *--- SAMPLE ---* Date: *--- SAMPLE ---*

Name: Paul M. Stolpman

Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ *--- SAMPLE ---* Date: *--- SAMPLE ---*

Name: _____

Title: _____